



**ERRATA #1 and QUESTIONS AND ANSWERS  
to  
REQUEST FOR PROPOSALS  
for  
Three Historic-Style Specialty Retail Concessions  
at  
Old Town San Diego State Historic Park**

To All Prospective Bidders,

Enclosed are Prospective Proposer questions and State's responses related to the Request for Proposals (RFP) for Three Historic-Style Specialty Retail Concessions in Old Town San Diego State Historic Park. The questions are presented exactly as submitted by the identified party. In addition, the enclosed Errata #1 reflects changes to the RFP and Sample Concession Contract.

The errata and other information are available on the Concession's website at [www.parks.ca.gov/concessions](http://www.parks.ca.gov/concessions). If you have any questions, please contact Donna Renner at (619) 688-3343 or [drenner@parks.ca.gov](mailto:drenner@parks.ca.gov).

Sincerely,

James A. Luscutoff, Chief  
Concessions, Reservations, and Fees Division

Enclosures

cc: Clayton Phillips, Acting Superintendent, San Diego Coast District  
Donna Renner, Concession Specialist, San Diego Coast District

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
SAN DIEGO COAST DISTRICT  
THREE HISTORIC-STYLE SPECIALTY RETAIL CONCESSIONS  
REQUEST FOR PROPOSALS

## PROPOSER QUESTIONS AND ANSWERS

The following are responses from the Department of Parks and Recreation (DPR) to questions submitted by November 23, 2010, in response to the Three Historic-Style Specialty Retail Concessions Request for Proposals (RFP).

### **Casa de Alvarado**

*Question submitted by Maureen Lubovski:*

1. After the contract is awarded, how will the State Park enforce the provisions, ie., appropriate dress, merchandise, fixtures?

**RESPONSE:** Per RFP, Sample Contract, Section 15 Performance Evaluation and Inspection, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. In addition, State enforces contract compliance through Section 28 Default by Concessionaire, any failure by Concessionaire to observe or perform provisions of the Contract shall constitute a default and breach of Contract and the State may seek remedy per Section 29 State's Remedies.

### **Building at 2625 Calhoun Street**

*Question submitted by Dennis Toler.:*

1. What has been decided on the repairs to the 2625 Calhoun St. building? (building sagging right front) Andy Bayshore said he would get back to me. Would need to have that info before I can consider the bid.

**RESPONSE:** This facility improvement is not included in the RFP because the State intends to repair the sag.

### **La Casa de Pedrorena y Altamirano**

*Questions submitted by Dana Dugan, Owner Miner's Gems & Minerals*

1. Will the state considering eliminating the Intellectual Property Rights section all together (Sample Contract, Page 27, Section 26)?
  - a. If the state will not eliminate the Intellectual Property Rights section (Sample Contract, Page 27, Section 26), will our business identity become the property of the state if we enter into this contract?



- b. If the state will not eliminate the Intellectual Property Rights section (Sample Contract, Page 27, Section 26), will our business name become the property of the state if we enter into this contract?

**RESPONSE:** The State will not consider eliminating the entire Intellectual Property Rights section of the Sample Contract. Per the RFP, Sample Contract, Section 26 Intellectual Property Rights states “Any names, logos, and/or trademarks developed during and/or pursuant to this Contract that will in any way associate with, identify, or implicate an affiliation with California State Parks”. If the business identity and business name are established and registered prior to the award of this Contract, it may be shown that they were not developed during and/or pursuant to this Contract.

2. If presented in this DPR 398, will our map, though developed prior to this bidding process, become the property of the state?
  - a. Will the state “put in writing” that it will not assume proprietary rights of our map or maps?

**RESPONSE:** The language in the RFP, Sample Contract, Section 26 Intellectual Property Rights states “developed during and/or pursuant to this contract.” If the map was concessionaire’s property prior to development of a proposal for this contract, the State would not have Intellectual Property Rights to the map.

3. If the concessionaire produces Interpretive Panels for its education program after the contract is awarded, would they become the property of the State?

**RESPONSE:** Yes, unless otherwise agreed to in writing. The language in the RFP, Sample Contract, Section 26 Intellectual Property Rights states in part that “any original works of authorship in which secrets and know-how, which are developed during and/or pursuant to this Contract, shall be deemed to be works made for hire in consideration of Concessionaire’s rights and benefits hereunder, or alternatively Concessionaire agrees to assign such copyrights to the State, and shall be owned by the State; shall belong to State upon creation; and shall continue in State’s exclusive ownership upon termination of this Contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes, and other work developed in the performance of this Contract.”

4. Will the State allow the concessionaire to install a guard rail on the San Diego Avenue porch to ensure Americans with Disabilities Act (ADA) compliancy?
  - a. If the state will not allow the installation of a “safety railing”, will it be willing to “put in writing” that the concessionaire will not be held liable in the event of a fall or incident that may have been prevented by having the railing?

**RESPONSE:** La Casa de Pedrorena y Altamirano is a registered historic structure and as such may be exempt from certain requirements under the Historic Building Code. In the event that a hand rail is required for ADA compliance despite the Historic Building Code, the State would approve the installation. In the event that the Historic Building Code



qualifies for an exemption, the State would respond accordingly to a written request from the Concessionaire to install the hand rail. The State will not indemnify the Concessionaire.

5. Is the state willing to amend the contract to protect the rights of the concessionaire's business identify and name?

Based on the RFP, Sample Contract, Section 26 Intellectual Property Rights provisions which state "unless otherwise agreed to in writing", the State will consider such requests after contract award

6. Will the State amend the contract to protect the property rights of the concessionaire in regard to 1) written interpretive materials, and 2) trade secrets such as jewelry techniques?

**RESPONSE:** See response to Question 5 above.

7. Will the State allow the "experienced" concessionaire to do hard maintenance on the building without subcontracting?

**RESPONSE:** Yes, provided the concessionaire is licensed by the California State Contractor's License Board. Per the Department of Consumer Affairs, Contractor's State License Board, "In California, anyone who contracts to perform work that is valued at \$500 or more for labor and materials must hold a current, valid license from the CSLB". Reference <http://www.cslb.ca.gov/PublicWorks/WhatKindOfContractor.asp>

8. Would the state consider amending the term of the contract from "5+5 years" to "10 years" (Sample Contract, Page 2, Section 3)?

**RESPONSE:** Yes, see Errata #1 for modification to this contract language.

9. Would the state consider amending or attaching language to the term of the contract that would ensure that the concessionaire in compliance and with good evaluations for the first 5 years of the contract be given first right of refusal unconditionally to establish confidence (Sample Contract, Page 2, Section 3)?

**RESPONSE:** Per question 8 above, the term options have been amended.

10. Would the State amend the contract to change the Consumer Price Index (CPI) to every 5 years and not annually after year 6 (Sample Contract, Page 3, Section 4)?

**RESPONSE:** No change is applicable. The Sample Contract currently states "Beginning with Contract Year Six (6) and on the first day of each fifth Contract Year thereafter."

11. Has the security clause or language that was previously located in Section 5, Use of Premises in the Sample Contract, been removed or has it been moved to another part of the package?

- a. If the "security" language still exists, will the state consider allowing the concessionaire to have its employees sign a "drug-free work place affidavit" therefore, exempting the concessionaire from being liable to implement drug testing and/or background checks?

**RESPONSE:** The security language is not included in this RFP and Sample Contract as it does not apply to specialty retail concession operations.

12. If the bidder does not include already existing interpretive programs and educational material in the proposal, will the state have zero rights of property?

**RESPONSE:** The language in the RFP, Sample Contract, Section 26 Intellectual Property Rights states "developed during and/or pursuant to this contract", therefore the State has no right to materials developed prior to this contract award whether they are included in the proposal or not.

13. Does the state feel that the name and other Intellectual Property Rights of Miner's Gems is in any way their Intellectual Property now?

**RESPONSE:** No. The State has no right to Miner's Gems & Minerals name because it has been established prior to this contract award.

14. Would the state amend the contract (Sample Contract, Page 6, Section 5, Part B) changing hours of operation in June through September to Monday through Saturday 10 am to 8 pm, and Sunday 10 am to 6 pm?

**RESPONSE:** Yes, see Errata #1 for modification to this contract language.

15. Would the State amend the language in the contract (Sample Contract, Page 62, Exhibit I, 2-Year Interval, Statements #1, 4, and 5) to include "if necessary" for any maintenance projects?

**RESPONSE:** Yes, see Errata #1 for modification to this contract language.

16. Would the State amend the language in the contract (Sample Contract, Page 62, Exhibit I, 5-Year Interval, Statement #1) to have the building inspected once during the first 5 years and not again until the termination of the contract?

**RESPONSE:** No. The inspections shall be scheduled every five years.

17. Would the State amend the language in the contract (Sample Contract, Page 62, Exhibit I, 5-Year Interval, Statement #2) to include "if necessary" for any maintenance projects?

**RESPONSE:** Yes, see Errata #1 for modification to this contract language.

18. Would the state determine what ADA compliancy issues if any this facility has other than has been noted regarding than pavers, and determine what costs the concessionaire might encounter.

**RESPONSE:** No. Per RFP, Sample Contract, Section 37 Disabilities Access Laws Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)],



the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

19. Would the state consider an additional question and answer period if the answers to these questions are unsatisfactory.

**RESPONSE:** Per the RFP, Section 2, RFP Content Questions, questions will be answered as clearly and completely as possible. If responses provoke additional questions that would impact a proposer's ability to respond to this RFP, the State may determine a need for additional responses.

State of California – The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**ERRATA #1**

to  
**Request for Proposal, Sample Contract, and Concession Proposal (DPR 398)**  
for

**Three Historic-Style Specialty Retail Concessions**  
at  
**Old Town San Diego State Historic Park**

**Change to the Request for Proposal**

1. Contract Term, all references to the term as a period of five (5) years with a five (5) year option to renew at the State's discretion shall be changed to (5) years with a five (5) year option to renew at the State's discretion or ten (10) years [as bid].

**Changes to the Sample Contract**

1. Page 2, Section 3 TERM:  
The term of this Contract shall be for a period of five (5) years with a five (5) year option to renew at the State's discretion or ten (10) years [as bid] commencing on the first day of the month following approval by the California Department of General Services.
2. Page 3, Section 4 RENT:  
The sum of Twenty Four Thousand Dollars (\$24,000) [or as bid] per year or eleven percent ten and one-half percent (10.5%) [or as bid] of monthly gross receipts, whichever sum is greater (for La Casa de Pedrorrena y Altamirano).
3. Page 6, Section 5 USE OF PREMISES, item B:  
Concession services shall be provided seven days a week as follows:
  - October through May, Sunday through Thursday, 10 a.m. until 6 p.m., Friday and Saturday 10 a.m. until 7 p.m.; except for the last

**EXHIBIT I – CONCESSION MAINTENANCE PROGRAM****MAINTENANCE SCHEDULE**

The minimum guidelines for maintenance of this facility are as follows:

**Monthly:**

1. Service HVAC unit; change filters and clean condenser fins every 90 days.
2. Maintain housekeeping duties to interior and exterior of building including exterior landscaping.
3. Twice annually, wash and wax interior wood floors. Wash with mineral spirits (paint thinner). Wax with a floor wax. After wax dries, buff to a soft shine.

**2-Year Interval:**

1. Paint interior of building and exterior trim **if necessary**.
2. Termite inspection and extermination as needed and any repairs resulting from termite damage.
3. Inspect all windows and doors for proper operation and broken glass, repair as needed.
4. Resurface interior wooden flooring in retail area **if necessary**.
5. Repair all counter tops and display cases **if necessary**.
6. Inspect all plumbing fixtures for damage or leakage and repair as needed.
7. HVAC unit to be tested for proper operation and refrigerant charge and repair as needed.

**5-Year Interval:**

1. Have a certified building inspector conduct an annual maintenance inspection of the facility and provide a written report to the District Superintendent thirty (30) days prior to the end of each contract year.
2. Repaint exterior of building and all signage **if necessary**.
3. Complete roof inspection and repair any damage as needed.
4. Replace water heater.

**Important Note:**

All maintenance projects listed above as bi-annual through 5 year interval are to be pre-approved by the State. Any additional maintenance projects the concessionaire wants to accomplish through the contract term shall also be pre-approved by the State. There may be additional Project Evaluation Form ("PEF") submittals that may be required so concessionaire must allow adequate time for project review. Initially, however, the concessionaire shall:

1. Submit a written proposal package (Concession Maintenance Project Proposal Form) to the District Superintendent for prior written approval. The Project Proposal Package is to include, but is not limited to the following:
  - a. Provide a background narrative & justification statement (for work other than the above listed "Maintenance Schedule").



**Change to the Concession Proposal (DPR 398)**

Remove and replace pages 1, 11, and 12 with the attached pages 1, 11, and 12.

## CONCESSION PROPOSAL

### Three Historic-Style Specialty Retail Concessions

**This Concession Proposal is submitted for the following Concession Contract:** (Please check the concession contract for which you are proposing. Choose only one. A separate Concession Proposal form must be submitted to bid on each contract.)

<input type="checkbox"/>	Casa de Alvarado
<input type="checkbox"/>	Building at 2625 Calhoun Street
<input type="checkbox"/>	La Casa de Pedrorena y Altamirano

*An electronic version of this questionnaire may be requested  
from the state park office issuing this Request for Proposal.*

The Proposer Questionnaire consists of the following sections:

- I. PROPOSER INFORMATION
  - A. Proposer Identification
  - B. Business Information
  - C. Individual Information
  - D. Statement Of Financial Capability
  - E. Credit Worthiness
  - F. Financial/Business/Vendor References
- II. PROPOSAL INFORMATION
  - A. Operation Plan
  - B. Facility Plan
  - C. Interpretive Plan
  - D. Rental Offer
  - E. Concession Feasibility
- III. PROPOSAL SUMMARY
- IV. CERTIFICATION AND AUTHORIZATION
  - A. Labor Law Compliance Certification
  - B. Proposer Certification
  - C. Authorization to Release Information
- V. PRIVACY NOTICE



## II. PROPOSAL INFORMATION

(Attach separate pages as necessary)

### A. OPERATION PLAN

- ☒ Vision/Mission Statement
- ☒ Organizational Structure
- ☐ Transition/Business Start-up
- ☒ Customer Service
- ☒ Employee Staffing & Training
- ☒ Marketing and Advertising
- ☒ Community Involvement
- ☐ Other: \_\_\_\_\_

☐ No Operation Plan Required

- ☒ Products, Merchandise, and Services
- ☒ Prices and Pricing Policies
- ☒ Conservation and Recycling
- ☒ Accessibility
- ☐ Worker Retention
- ☐ Safety and Security
- ☒ Maintenance and Housekeeping Program

### B. FACILITY PLAN

- ☒ Furnishings
- ☒ Capital Improvement Projects
- ☐ Other: \_\_\_\_\_

☐ No Facility Plan Required

- ☒ Implementation Plan
- ☒ Cost(s) estimates.
- ☐ Other: \_\_\_\_\_

### C. INTERPRETIVE PLAN

- ☒ Proposer's Relevant Experience
- ☒ Business' Interpretive Theme
- ☒ Interpretive Programs and Activities
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

☐ No Interpretive Plan Required

- ☒ Business' Ambiance Plan
- ☒ Primary Education Programs
- ☐ Restaurant Operations

**D. RENTAL OFFER**SELECT TERM: ☐ Five Year w/Five Year Option -OR-  
☐ Ten Year**For Casa de Alvarado**The minimum rental proposal for this concession project is:

Minimum Guaranteed Annual Rent: Eighteen Thousand Dollars (\$18,000) AND

Minimum Percentage of Gross Receipts: Ten Percent (10%) of Monthly Gross Receipts

**YOUR RENTAL PROPOSAL (Casa de Alvarado)**

Guaranteed Annual Rent Offer: \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00)

AND

Percentage Rental Offer: \_\_\_\_\_ % of Monthly Gross Receipts

**For 2625 Calhoun Street**The minimum rental proposal for this concession project is:

Minimum Guaranteed Annual Rent: Twelve Thousand Dollars (\$12,000) AND

Minimum Percentage of Gross Receipts: Ten Percent (10%) of Monthly Gross Receipts

**YOUR RENTAL PROPOSAL (2625 Calhoun Street)**

Guaranteed Annual Rent Offer: \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00)

AND

Percentage Rental Offer: \_\_\_\_\_ % of Monthly Gross Receipts

**For La Casa de Pedrorena y Altamirano**The minimum rental proposal for this concession project is:

Minimum Guaranteed Annual Rent: Twenty-Four Thousand Dollars (\$24,000) AND

Minimum Percentage of Gross Receipts: Ten Percent and one-half percent (10.5%) of Monthly Gross Receipts.

**YOUR RENTAL PROPOSAL (La Casa de Pedrorena y Altamirano)**

Guaranteed Annual Rent Offer: \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00)

AND

Percentage Rental Offer: \_\_\_\_\_ % of monthly Gross Receipts